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IN THE UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 WESTERN DIVISION

BRAVO SPORTS, a California  
 corporation,

Plaintiff,

v.

SWIMWAYS CORPORATION, a  
 Virginia corporation; and, MACKIE &  
 ASSOCIATES, a California corporation,

Defendants.

Civil Action No.  
 08cv7686 GHK (CWx)

**STIPULATED PROTECTIVE  
 ORDER**

**NOTE CHANGES MADE BY  
 COURT**

1 Pursuant to Federal Rule of Civil Procedure 26(c) and in order to  
2 facilitate production and receipt of information during discovery in the above-  
3 referenced action, Plaintiff Bravo Sports (“Bravo”) and Defendants Swimways  
4 Corporation (“Swimways”) and Mackie & Associates (“Mackie”), hereby  
5 stipulate, subject to the approval of the Court, to entry of the following Order  
6 for the protection of certain trade secret and other confidential research,  
7 development or commercial information that may be produced or otherwise  
8 disclosed by a party or by non-parties during the course of this action:

9 **Protected Material**

10 1. This Order shall be applicable to and govern without limitation, all  
11 information, documents, testimony and/or things, or portions thereof, subject to  
12 discovery in this action, which contain non-public, confidential information  
13 and/or trade secrets designated pursuant to the terms of this Order, as well as  
14 any secondary material, such as pleadings, written discovery, expert reports,  
15 notes, summaries or any other materials that contain, describe or reflect such  
16 information (collectively referred to herein as “Protected Material”). Any party  
17 to this action or non-party producing materials or information in response to a  
18 subpoena or otherwise (“Designating Party”) may designate for protection under  
19 this Order any Protected Material which is furnished, filed or served directly or  
20 indirectly, by or on behalf of that party in connection with this proceeding.

21 2. Such Protected Material may be designated by any Designating  
22 Party in the following ways:

23 a. “CONFIDENTIAL” if it contains confidential research,  
24 development, or commercial information that is not available to the general  
25 public; or

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1           b.     “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
2 ONLY” only if, in the good faith belief of such party and its counsel, the  
3 confidential information is so commercially sensitive or confidential that  
4 disclosure to persons other than those authorized under Paragraph 9 would have  
5 the effect of causing harm to the competitive commercial position of the  
6 designating entity or a third party. Such HIGHLY CONFIDENTIAL –  
7 OUTSIDE COUNSEL ONLY material that relates to proprietary design features  
8 not included in past or current product designs may be marked with the  
9 additional designation “confidential – OUTSIDE COUNSEL ONLY -  
10 competitive design information.” Upon the inclusion of such proprietary design  
11 features in products sold or offered for sale to third parties not subject to a  
12 confidentiality agreement regarding the product, material relating to such design  
13 features shall no longer be considered Protected Material.

14           3.     As used herein, “Receiving Party” shall refer to any party or person  
15 who receives Protected Material from a Designating Party.

16           4.     Protected Material shall not include any information that:

17           a.     is or becomes lawfully in the possession of the Receiving  
18 Party through communications other than production or disclosure in this action;  
19 or

20           b.     is or becomes part of the public domain by publication,  
21 inclusion in products sold or offered for sale to third parties not subject to a  
22 confidentiality agreement regarding the product, or otherwise, and not due to  
23 any unauthorized act or omission on the part of the Receiving Party.

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1     **Marking**

2           5. Documents and things (including, without limitation, optical,  
3 magnetic or electronic medium, such as floppy disks, DVDs, CD-ROMs, drives,  
4 memory media), other than depositions or other pre-trial testimony shall be  
5 designated for protection under this Order by conspicuously affixing the  
6 notation "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –OUTSIDE  
7 COUNSEL ONLY" on each page (or in the case of optical, magnetic, electronic  
8 medium, or similar mass storage media, on the medium itself) to which the  
9 designation applies, as well as to the first page or cover of such document or  
10 thing. To the extent practical, the designation shall be placed near any control  
11 number that is also affixed to the document or thing.

12           a. In the event the Designating Party elects to produce materials  
13 for inspection, no marking need be made by the Designating Party in advance of  
14 the initial inspection. For purposes of the initial inspection, all materials  
15 produced shall be considered as "HIGHLY CONFIDENTIAL – OUTSIDE  
16 COUNSEL ONLY," and shall be treated as such pursuant to the terms of this  
17 Order. Thereafter, upon selection of specified materials for copying by the  
18 inspecting party, the Designating Party shall, within a reasonable time prior to  
19 producing those materials to the inspecting party, mark the copies of those  
20 materials that contain Protected Material with the appropriate confidentiality  
21 marking.

22           b. No party shall be responsible to another party for disclosure  
23 of Protected Material under this Order if the material in question is not labeled  
24 or otherwise identified as such in accordance with this Order.

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1           6. Designation of specific portions of deposition transcripts as  
2 Protected Material under this Order may be made by a statement that the  
3 information is CONFIDENTIAL or HIGHLY CONFIDENTIAL – OUTSIDE  
4 COUNSEL ONLY on the record in the course of the deposition. Upon  
5 designation of the transcript on the record during the deposition, all persons to  
6 whom access to that category of Protected Material has been denied under the  
7 terms of this Order shall leave the deposition during the portion of the  
8 deposition during which such Protected Material is discussed. The deposition  
9 reporter or other person recording the proceedings shall indicate the  
10 confidentiality designations on the transcript but shall not segregate any portion  
11 of the transcript of the deposition or hearing which has been stated to contain  
12 Protected Material unless counsel for both parties agree to such segregation of  
13 the transcript or such segregation is required by the Court. A Designating Party  
14 may also designate any portion or all (if appropriate) of the transcript as  
15 Protected Material under this Order with reference to the pages and lines of  
16 testimony in the transcript, by so advising the deposition reporter (who shall  
17 indicate the designations in the transcript) and all parties in writing, within five  
18 (5) business days after receipt of the final transcript. Deposition exhibits shall  
19 be treated in accordance with any prior designation under this Order, or may be  
20 specifically designated under this Order on the record during the deposition or  
21 in writing within five (5) business days after the Designating Party has received  
22 the deposition exhibits accompanying the final transcript. A transcript, and any  
23 of its exhibits not designated under this Order prior to the deposition, shall be  
24 treated as HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY, unless  
25 otherwise designated on the record, until five (5) business days after it has been  
26 received by the Designating Party. In the case of testimony or exhibits  
27 designated as Protected Material under this Order following conclusion of the  
28 deposition, all parties shall mark the appropriate legend on all copies of the

1 deposition transcript and its exhibits and treat the information in accordance  
2 with its designation from the date they are notified of such designation. In the  
3 event of disagreement about the confidential status of a deposition transcript or  
4 exhibit, it shall be treated as HIGHLY CONFIDENTIAL –OUTSIDE  
5 COUNSEL ONLY until this Court rules otherwise.

6 7. All designations of Protected Material under this Order shall be  
7 made in good faith by the Designating Party at the time of disclosure,  
8 production or tender to the Receiving Party, or at such other time as permitted  
9 by this Order.

10 8. The inadvertent failure to designate Protected Material pursuant to  
11 this Order does not constitute a waiver of a claim to such designation, and a  
12 party may so designate material thereafter subject to the protections of this  
13 Order.

14 **Access to Protected Material**

15 9. **“CONFIDENTIAL” Material.** Only the following individuals  
16 shall have access to materials designated “CONFIDENTIAL,” absent the  
17 express written consent of the Designating Party or further order of the Court:

18 a. Persons authorized to receive “HIGHLY CONFIDENTIAL  
19 – OUTSIDE COUNSEL ONLY” material as specified in Paragraph 10 below;  
20 and

21 b. Up to two representatives of the Receiving Party who are  
22 assisting counsel in the prosecution or defense of this action and have complied  
23 with Paragraph 12.

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1           10.   **“HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY”**

2   **Material.** Only the following individuals shall have access to materials  
3   designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY,”  
4   absent the express written consent of the Designating Party or further order of  
5   the Court:

6           a.   Outside counsel of record for the parties to this action who  
7   have individually entered appearances as counsel of record, including such  
8   attorneys, paralegals, technology specialists and clerical employees of their  
9   respective law firms assisting them in the litigation, subject to Paragraph 22 of  
10   this Order regarding CONFIDENTIAL – OUTSIDE COUNSEL ONLY -  
11   COMPETITIVE DESIGN INFORMATION.

12           b.   Professional litigation support vendors retained by or for the  
13   parties for document copying, document coding or computerization services,  
14   preparing audiovisual aids (*e.g.*, exhibits, models, graphics and video, and  
15   demonstrative exhibits for use in the courtroom), other trial support and/or trial  
16   consulting services, including jury research consultants, jury selection  
17   consultants, analytical graphics consultants, trial presentation consultants and  
18   translators, as well as their staff, stenographic, and clerical employees whose  
19   duties and responsibilities require access to such materials, who are not current  
20   employees of any party to this litigation or of any direct competitor of any party  
21   to this litigation, provided the vendor acknowledges its obligation to keep the  
22   information so provided confidential consistent with this order and use the  
23   information only as part of performing professional litigation support services  
24   requested in this action;

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1 c. The Court, its technical advisor(s) (if appointed), court  
2 personnel, the jury, court reporters, and/or videographers engaged in  
3 proceedings incident to this action;

4 d. Expert witnesses and consultants retained by or for the  
5 Receiving Party or their counsel, who do not meet the definitions set forth in  
6 categories 10a-10c above, and their support staff and clerical employees  
7 assisting in the litigation; provided no timely objections have been made under  
8 Paragraph 11.

9 **Pre-Approval to Access Protected Material**

10 11. Any independent expert witnesses and consultants identified  
11 pursuant to Paragraph 10.e shall be allowed access to Protected Material only  
12 after the Receiving Party has complied with the following procedure:

13 a. Before receiving any Protected Material, the expert or  
14 consultant shall be provided a copy of this Order, shall read the Order, and shall  
15 acknowledge, by executing the Acknowledgement and Agreement To Be Bound  
16 by Protective Order in the form attached hereto as Exhibit A, that he or she has  
17 read the Order, understands it, and agrees to be bound by it, and also expressly  
18 consents to the jurisdiction of this Court in connection with any proceeding or  
19 hearing relating to the enforcement of this Order.

20 b. Outside counsel for the Receiving Party shall provide a copy  
21 of the executed Acknowledgement and Agreement To Be Bound by Protective  
22 Order to the Designating Party, along with:

- 23 (i) the curriculum vitae of the expert or consultant;  
24 (ii) an identification of the present employer and title of  
25 the expert or consultant;  
26 (iii) a list of all other cases in which during the previous  
27 three (3) years, the witness testified as an expert at  
28 trial or by deposition; and

1 (iv) any non-confidential employment and/or consultations  
2 the expert or consultant has had in the preceding three  
3 (3) years.

4 c. The Designating Party will have five (5) court days to object  
5 in writing to the disclosure of Protected Material to the particular expert or  
6 consultant. In the absence of any objection at the end of the five (5) day period,  
7 the expert or consultant shall be deemed approved under this Order. If objection  
8 to the disclosure is made within five (5) court days and the objection is not  
9 resolved, the objecting party shall, no later than five (5) court days after making  
10 the objection, petition the Court for an order prohibiting the disclosure at issue.  
11 The objecting party shall have the burden of persuasion that disclosure should  
12 not be made. If relief is not sought from the Court within that time, the  
13 objection shall be deemed withdrawn. If an objection and petition to the Court  
14 is timely made, no Protected Material shall be made available to the particular  
15 expert or consultant until after the Court rules that disclosure can be made.

16 d. Any information provided to the Receiving Party in  
17 accordance with this provision may be used in connection with examining,  
18 challenging or otherwise obtaining discovery from the expert witness or  
19 consultant who provided the information, but may not be used for any other  
20 purpose other than the enforcement of this Order.

21 12. The party representative identified pursuant to Paragraph 9.b shall  
22 be allowed access to "CONFIDENTIAL" material only after the Receiving  
23 Party has complied with the following:

24 a. Before receiving any Protected Material, the party  
25 representative shall be provided a copy of this Order, shall read the Order, and  
26 shall acknowledge, by executing the Acknowledgement and Agreement To Be  
27 Bound by Protective Order in the form attached hereto as Exhibit A, that he or  
28 she has read the Order, understands it, and agrees to be bound by it, and also

1 expressly consents to the jurisdiction of this Court in connection with any  
2 proceeding or hearing relating to the enforcement of this Order.

3 b. Outside counsel for the Receiving Party shall serve a copy of  
4 the executed Acknowledgement and Agreement To Be Bound by Protective  
5 Order on all counsel.

6 **Restrictions on Use of Protected Material**

7 13. Protected Material, including any notes, memoranda, or other  
8 similar documents summarizing or referring to the contents thereto, shall be  
9 used by a Receiving Party solely for the purpose of this action and any appeals  
10 therefrom, and shall not be disclosed or used for any other purpose whatsoever,  
11 including without limitation any other legal proceeding, including any United  
12 States or foreign legal proceeding involving any of the parties, patent  
13 prosecution or acquisition, or any business or competitive purpose or function of  
14 any kind.

15 14. Protected Material shall not be distributed, disclosed, or made  
16 available to anyone except as expressly provided in this Order.

17 15. Any person in possession of Protected Material shall exercise  
18 reasonable care with regard to the storage, custody, or use of such Protected  
19 Material in order to ensure that the secrecy of the information is maintained in  
20 accordance with its designation.

21 16. If Protected Material is lost, stolen, and/or disclosed to anyone  
22 other than in a manner authorized by this Order, the Receiving Party shall  
23 immediately bring all pertinent facts relating to such loss, theft, or disclosure to  
24 the attention of the Designating Party and make every reasonable effort to  
25 retrieve such Protected Material and to prevent further disclosure.

26 17. **Use of Protected Material In Depositions.** A deponent may be  
27 shown during his or her deposition Protected Material if:

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1           a.     the deponent is an author or recipient of such Protected  
2 Material,

3           b.     the deponent has been pre-approved under Paragraphs 11 or  
4 12 above,

5           c.     the deponent is designated by a party or non-party pursuant  
6 to Federal Rule of Civil Procedure 30(b)(6) to provide testimony and the  
7 Protected Material:

8                 (i)    is the Protected Material of the party or non-party  
9                        designating the deponent, or

10               (ii)   appears on its face to have been accessible to the party  
11                        or non-party designating the deponent;

12           d.     the Protected Material was produced in this litigation by the  
13 deponent's employer or an affiliate of the deponent's employer,

14           e.     the attorney taking the deposition and showing the witness  
15 the Protected Material represents the Designating Party;

16           f.     testimony or other circumstances indicate that the deponent  
17 previously had or was authorized to access such Protected Material or knows its  
18 contents;

19           g.     the Designating Party has consented on the record of the  
20 deposition to the showing of the Protected Material to the witness; or

21           h.     at least five (5) days before the deposition, the party wishing  
22 to show the witness the Protected Material notifies the Designating Party in  
23 writing of its intent to do so, with a specific listing of the Protected Material to  
24 be shown, and the Designating Party fails to provide, within five (5) days of  
25 receipt of the notice or two (2) court days prior to the deposition, whichever is  
26 earlier, written objection to this use of Protected Material. If a timely written  
27 objection is provided, the Protected Material listed in the written objection shall  
28 not be shown to the witness unless and until the objection is withdrawn or the

1 party wishing to show that Protected Material to the witness moves for and  
 2 obtains appropriate relief from the Court. Witnesses being shown Protected  
 3 Material under this subsection must sign the Acknowledgement and Agreement  
 4 To Be Bound by Protective Order in the form attached hereto as Exhibit A  
 5 before being shown the Protected Material.

6       **18. Use of Protected Material In Filings.** Documents containing  
 7 Protected Material shall not be filed with the Court except as required by Court  
 8 rules or as necessary in connection with motions or other matters requiring the  
 9 Court's attention in this action.

10           a. In the event that any party needs to submit documents  
 11 containing Protected Material to the Court, the party submitting such documents  
 12 shall:

- 13                   (i) file non-confidential versions of such documents with
- 14                   the Protected Material redacted therefrom,
- 15                   (ii) serve unredacted versions of such documents
- 16                   containing the Protected Material on the required party
- 17                   or parties via e-mail on the same day as the filing, and
- 18                   (iii) seek to have the portions of those documents
- 19                   containing Protected Material sealed by the Court
- 20                   pursuant to Local Rule **79-5. 5.**

21           b. The failure of any party to comply with the requirements of  
 22 Paragraph **18.a** ~~19.a~~ for the submission to the Court of documents containing  
 23 Protected Material shall not affect the status of that information as designated  
 24 under this Order. Upon learning of a violation of this Order by any other party,  
 25 any party may make an application or motion for an order provisionally or  
 26 permanently sealing, and removing from the public docket, any documents  
 27 believed to contain Protected Material.

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**No Prejudice**

19. Entering into, agreeing to, and/or producing or receiving Protected Material or otherwise complying with the terms of this Order shall not:

a. operate as an admission by any party that any material designated as Protected Material contains or reflects trade secrets or any other type of confidential or proprietary information entitled to protection under applicable law;

b. prejudice in any way the rights of any party to object to the production of documents it considers not subject to discovery, or operate as an admission to any party that the restrictions and procedures set forth herein constitute adequate protection for any particular information deemed by any party to be Protected Material;

c. prejudice in any way the rights of any party to object to the authenticity or admissibility in evidence of any information subject to this Order;

d. prejudice in any way the rights of any party to seek a determination by the Court whether any Protected Material should be subject to the terms of this Order;

e. prejudice in any way the rights of any party to petition the Court for a further protective order relating to any purportedly Protected Material;

f. prejudice in any way the rights of any party to petition the Court for permission to disclose or use particular Protected Material more broadly than would otherwise be permitted by the terms of this Order;

g. prevent any Designating Party from agreeing to alter or waive the provisions or protection provided for herein with respect to any particular Protected Material designated under this Order by that party; or

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1           h.     prevent or otherwise restrict counsel from rendering advice  
2 to his or her client with respect to this litigation and, in the course thereof, rely  
3 in a general way upon his or her examination of Protected Material produced or  
4 exchanged in this litigation; provided, however, that in rendering such advice or  
5 in otherwise communicating with his or her client, the attorney shall not  
6 disclose the contents of the Protected Material.

7     **Objections to Designations Under This Order**

8           20.   Neither stipulation by a party to the terms of this Order nor failure  
9 of a party, at the time it receives materials designated pursuant to this Order, to  
10 challenge or object to the designation shall be deemed a waiver of its right to  
11 challenge or object to the designations at any later time. Any party may at any  
12 time challenge the designation of any Protected Material under this Order and  
13 may request permission to use or disclose such Protected Material other than as  
14 permitted, pursuant to this Paragraph by serving (which may be by e-mail) a  
15 written request upon counsel for the Designating Party at least five (5) court  
16 days before the date of the proposed disclosure and by providing telephonic  
17 notice of such request on the same date as the e-mail request. Such request shall  
18 specifically identify the Protected Material, including Bates label if applicable,  
19 sought to be disclosed and the name, title and function of the person to whom  
20 disclosure is desired to be made. The Designating Party shall thereafter respond  
21 to the request in writing within five (5) court days after receipt of same. A  
22 failure to respond within such time shall constitute consent to the request. If,  
23 where consent has been withheld, the parties are subsequently unable to agree  
24 on the terms and conditions of disclosure, the matter may be submitted to the  
25 Court for resolution by the party seeking disclosure. Disclosure shall be  
26 postponed until a ruling has been obtained from the Court.

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1 **Inadvertent Production of Privileged Information**

2 21. Inadvertent production of documents or things subject to work  
3 product immunity, the attorney-client privilege, or any other applicable  
4 privilege, shall not constitute a waiver of the immunity or privilege, provided  
5 that the Designating Party shall notify the Receiving Party in writing of such  
6 inadvertent production promptly after the Designating Party discovers such  
7 inadvertent production. After notification is made, the Receiving Party shall  
8 immediately destroy or return to the Designating Party all copies of such  
9 inadvertently produced documents, destroy any notes regarding those materials,  
10 and shall immediately confirm in writing that all such copies and notes have  
11 been destroyed or returned. Nothing herein shall prevent the Receiving Party  
12 from challenging the propriety of the privilege or immunity designation by  
13 promptly filing an appropriate motion with the Court. For purposes of such  
14 challenge, the Designating Party shall provide the inadvertently produced  
15 document or thing to the Court for an in camera inspection. The Receiving  
16 Party shall not challenge the propriety of the privilege or immunity designation  
17 on the grounds that the privilege or immunity was waived by the inadvertent  
18 production of the document or thing. If no such challenge is brought, or if any  
19 such challenge is unsuccessful, no use shall be made of such documents during  
20 deposition or in any proceeding before the Court, nor shall they be shown to  
21 anyone who was not given access to them prior to the request to return such  
22 documents.

23 **Restriction on Patent Prosecution**

24 22. Expert witnesses, consultants, and outside counsel of record for a  
25 party who have read, reviewed, scanned, or been provided with any “HIGHLY  
26 CONFIDENTIAL – OUTSIDE COUNSEL ONLY – COMPETITIVE DESIGN  
27 INFORMATION” materials or information of any other party shall not, for a  
28 period of one (1) year following final resolution of this action, have any

1 involvement in drafting or advising on the drafting of patent applications,  
2 specifications, drawings, abstracts, or patent claims in connection with patent  
3 prosecution, either U.S. or foreign, relating to collapsible chairs or  
4 improvements thereof.

5 **Survival of Order and Disposition of Protected Material**

6 23. All provisions of this Order restricting the use of information  
7 obtained during discovery shall continue to be binding on the parties and all  
8 persons who have received information under this Order, after the conclusion of  
9 this action, including all appeals, until further Order of the Court, unless the  
10 parties agree otherwise in writing. Any and all originals and copies of Protected  
11 Material shall, at the request of the Designating Party, be returned to the party or  
12 destroyed, at the option of the Designating Party, within sixty (60) calendar days  
13 after a final resolution of this matter including any appeals, settlement of this  
14 action with respect to the Designating Party or final termination of this action in  
15 any other manner, except that outside counsel for each party may maintain in its  
16 files one copy of each pleading filed with the Court, each deposition transcript  
17 together with the exhibits marked at the deposition, one copy of each piece of  
18 correspondence, one copy of each document constituting or containing prior art,  
19 and documents constituting work product which were internally generated based  
20 upon, or which include, Protected Material. In the event that outside counsel  
21 maintains such documents, it shall not disclose any Protected Material to any  
22 third party absent subpoena or court order. Upon receipt of any subpoena for  
23 such information, the party receiving the subpoena shall immediately notify  
24 outside counsel for the Designating Party of the subpoena so that the latter may  
25 protect its interests. In the event that documents are returned to or destroyed at  
26 the request of the Designating Party, the other party or its outside counsel shall  
27 certify in writing that all such documents have been returned or destroyed, as  
28 the case may be.

**Non-Parties**

24. Non-parties who produce information in this action may avail themselves of the provisions of this Order, and Protected Material produced by non-parties shall be treated by the parties in conformance with this Order.

**Interim Application**

25. Until such time as this Order has been entered by the Court, the parties agree that upon execution by the parties, it will be treated as though it had been so ordered.

This Order may be changed by further Order of the Court.

**IT IS SO ORDERED.**

Dated: August 12, 2009\_\_

/S/  
Honorable Carla Woehrle  
UNITED STATES MAGISTRATE JUDGE

Respectfully submitted,  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated:\_\_\_\_\_

By:\_\_\_\_\_  
Steven J. Nataupsky  
Michael K. Friedland  
Joseph S. Cianfrani  
John N. Kandara  
Joshua Stowell  
Attorneys for Plaintiff, BRAVO SPORTS  
ROSEN SABA, LLP

Dated:\_\_\_\_\_

By:\_\_\_\_\_  
James R. Rosen  
Adela Carrasco  
Attorneys for Defendant, SWIMWAYS  
CORPORATION  
SEDGWICK, DETERT, MORAN & ARNOLD,  
LLP

Dated:\_\_\_\_\_

By:\_\_\_\_\_  
Robert F. Helfing  
Heather L. McCloskey  
Caroline Y. Bussin  
Attorneys for Defendant, MACKIE &  
ASSOCIATES

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

BRAVO SPORTS, a California  
corporation,

Plaintiff,

v.

SWIMWAYS CORPORATION, a  
Virginia corporation; and, MACKIE &  
ASSOCIATES, a California corporation,

Defendants.

Civil Action No.  
08cv7686 GHK (CWx)

**ACKNOWLEDGEMENT  
AND AGREEMENT TO BE  
BOUND BY PROTECTIVE  
ORDER**

I, \_\_\_\_\_ [print or type full name]

state:

1. I reside at \_\_\_\_\_

\_\_\_\_\_.

2. I have received a copy of the Stipulated Protective Order executed by counsel for the parties in the above-captioned action entitled *Bravo Sports v. Swimways Corporation et al.*, Civil Action No. 08cv7686 GHK (CWx), United States District Court, Central District of California. I have carefully read and understand the provisions of the Stipulated Protective Order.

3. I am fully familiar with and agree to comply with and be bound by the provisions of said Stipulated Protective Order. I understand that I am to

1 retain all copies of any designated Protected Material in a secure manner, and  
2 that all copies are to remain in my personal custody until I have completed my  
3 assigned duties, whereupon the copies and any writings prepared by me  
4 containing any designated Protected Material are to be returned to counsel who  
5 provided me with such material. I will not divulge to persons other than those  
6 specifically authorized by said Order, and will not copy or use, except solely for  
7 the purpose of this action, any information obtained pursuant to said Order,  
8 except as provided in said Order.  
9  
10

11  
12 4. I agree to submit to the jurisdiction of the Court for purposes of  
13 enforcement of the Stipulated Protective Order in this case and waive any  
14 objections to jurisdiction or venue.  
15

16 I state under penalty of perjury under the laws of the United States of  
17 America that the foregoing is true and correct.  
18

19 Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, at \_\_\_\_\_,  
20 \_\_\_\_\_.

PROOF OF SERVICE

I am a citizen of the United States of America and I am employed in Irvine, California. I am over the age of 18 and not a party to the within action. My business address is 2040 Main Street, Fourteenth Floor, Irvine, California. On August 12, 2009, all counsel of record who are registered ECF users are being served with a copy of the foregoing **[PROPOSED] STIPULATED PROTECTIVE ORDER** via the Court's CM/ECF system per Local Rule 5-3.3.

Robert F. Helfing  
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Facsimile: (213) 426-6921

In addition, the following additional counsel of record non-registered ECF users will be served by email and First Class Mail on this same date as follows:

VIA E-MAIL AND  
FIRST CLASS MAIL:

James R. Rosen  
jrosen@rosensaba.com  
Adela Carrasco  
acarrasco@rosenbsaba.com  
ROSEN SABA, LLP  
468 North Camden Drive  
Beverly Hills, CA 90210  
Telephone: (310) 285-1727  
Fascimile: (310) 285-1728

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 12, 2009, at Irvine, California.

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Lisa Hyska

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